



Wisconsin Department of Transportation

May 17, 2006

Mr. Jeffrey S. Polenske, P.E.
City Engineer
841 North Broadway, Room 701
Milwaukee, WI 53202

TRANSPORTATION DISTRICT 2

141 N.W. Barstow Street
P.O. Box 798
Waukesha, WI 53187-0798

Telephone: (262) 521-5361
FAX: (262) 548-6465
E-mail: waukesha.dtd@dot.state.wi.us

Dear Mr. Polenske:

SUBJECT: STP-U Program Agreement (REVISED)
ID: 2090-10-00/20/51/70/71/90/91
West Silver Spring Drive
(N. 68th Street to N. 27th Street)
Milwaukee County

The project identified above was selected in a previous cycle for inclusion in the Surface Transportation Program-Urban for Metro Milwaukee (STP-M).

This Revised Project Agreement supersedes the Project Agreement dated June 25, 2004. The reason for the revision is to include the Federal Earmark HPP Number 2801 funds on this local street improvement project. HPP Earmarks provide funding over five years, 20% each year, subject to the annual obligation limitation set by Congress in each year's appropriations bill. Earmark funds added to this project include years one and two. The balance of the Earmark funds for this project will be assigned a new project ID number and likely accomplished as a locally let project by the Department of City Development. The Earmark funds reflect an 80% federal/20% local cost share. The Project Agreement is your agency's firm commitment to provide its share of the funding.

Enclosed are three copies of the Project Agreement. Please complete and return **two** signed copies of the Agreement. A third copy has been provided for your records.

If you have any questions concerning the project implementation process, please contact the Program Manager, Kathy Labisch, WisDOT, at 262.548.8772. If you have questions about the Project Agreement or the cost share policy, please contact me at 262.548.8789.

Sincerely,

Mary K Frigge
Financial Specialist
Program Administration Unit

Cc: Kathy Labisch, WisDOT
Rhonda Manuel, DCD

Enclosures

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**REVISED STATE/MUNICIPAL AGREEMENT
FOR A HIGHWAY IMPROVEMENT PROJECT
(Replaces previous project agreement dated June 25, 2004)**

Date: May 17, 2006
 ID: 2090-10-00/20/51/70/71/90/91
 Highway: West Silver Spring Drive (LOC STR)
 Limits: North 68th Street to North 27th Street
 County: Milwaukee

The signatory city, village, town or county, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

This is a revision to the Project Agreement dated June 25, 2004 and provides for the inclusion of the Federal Earmark HPP Number 2801 with the state LET for West Silver Spring Drive. This Earmark was established as a High Priority Project (HPP), Section 1702 of SAFETEA-LU (P.L. 109-59) and provides funds to Enhance West Silver Spring Avenue. HPP Earmarks provide funding over five years, 20% each year, subject to the annual obligation limitation set by Congress in each year's appropriations bill. Two years of Earmark funds are available at this time. All other terms and conditions under the previous agreement remain the same.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2) and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Deteriorated pavement and roadway.

Proposed Improvement - Nature of work:

Resurfacing. Base patching and crack/joint repair or crack and seat, followed by asphaltic concrete overlay. Traffic signals and signing improvements proposed under AUP contract.

The apportionment of costs for work necessary to finish the project (including non-participating work and work which will be undertaken by the Municipality) is as follows:

Phase	Estimated Cost				
	Total Estimated Cost	Federal Funds	%	Municipal Funds	%
Design (-00) (N. 68 th – N. 27 th Street)	\$630,000	\$504,000	80%	\$126,000	20%
Real Estate (-20) (N. 68 th – N. 27 th Street)	\$0	\$0	80%	\$0	20%
Railroad (-51) (N. 43 rd – N. 27 th Street)	\$0	\$0	80%	\$0	20%
Traffic Control Devices (-90)* (N. 68 th – N. 43 rd Street)	\$50,200	\$40,160	80%	\$10,040	20%
Traffic Control Devices (-91)* (N. 43 rd – N. 27 th Street)	\$135,505	\$108,404	80%	\$27,101	20%
Construction (-70)* (N. 68 th – N. 43 rd Street)	\$1,904,414	\$1,523,531	80%	\$380,883	20%
Category 030 –(70) Havenwoods*	\$108,935	\$87,148	80%*	\$21,787	20%
Construction (-71)* (N. 43 rd – N. 27 th Street)	\$1,612,000	\$1,289,600	80%	\$322,400	20%
Total Cost Distribution	\$4,441,054	\$3,552,843		\$888,211	

*HPP funds for this project are limited to the 2005 (\$54,750) and 2006 (\$55,154) obligation limitation or \$109,904 and will be applied to the "Havenwoods" Enhancement items on the project. The balance of the HPP funds for this Earmark will be scheduled on a local let project when the Earmark funds become available.

**Per request, the revised agreement dated June 25, 2004 added project IDs 2090-10-71/91. The project has been split into two segments for construction phasing. The design will remain under one ID for both segments.

This request is subject to the terms and conditions that follow (pages 3 and 4) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon acceptance by the State shall constitute agreement between the Municipality and the State.

Signed for and on behalf of City of Milwaukee:

Signature	Title
Name (Written Clearly)	Date

Signed for and on behalf of City of Milwaukee:

Signature	Title
Name (Written Clearly)	Date

-Terms and Conditions Begin on the Next Page-

TERMS AND CONDITIONS

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality will pay to the State all costs incurred by the State in connection with the improvement which exceed Federal/State financing commitments or are ineligible for Federal/State financing. The Municipality's concurrence is required before award of the contracts for the improvement when the contracts exceed 5% of the estimate. The Municipality must also concur with contract modifications to contracts awarded by the State over \$25,000.00, unless the authorized representative of the State determines that a prompt change order is needed to preserve the work in progress, prevent extraordinary damage, avoid unreasonable and costly delay, or other extraordinary condition of necessity, safety or emergency exists. The authorized representative of the State shall provide notice of the prompt change order to the Municipality or its authorized representative as soon as practicable thereafter and the Municipality shall pay its share of the prompt change order cost.
3. Funding of each project phase (preliminary engineering, real estate, construction, and other) is subject to inclusion in an approved program. Federal aid and/or State transportation fund financing will be limited to participation in the costs of the following items as specified in the estimate summary:
 - a. Preliminary engineering and State review services.
 - b. The grading, base, pavement, and curb and gutter.
 - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - d. Construction engineering incidental to inspection and supervision of actual construction work.
 - e. Signing and pavement marking, including detour routes.
 - f. Storm sewer mains necessary for the surface water drainage.
 - g. Construction or replacement of sidewalks and surfacing of private driveways.
 - h. New installations or alteration of street lighting and traffic signals or devices.
 - i. Real Estate for the improvement, if required
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner or other responsible party (not including the State) includes the following items:
 - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.

- b. Damages to abutting property due to change in street or sidewalk widths, grades or drainage.
 - c. Conditioning, if required, and maintenance of detour routes.
 - d. Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
 - e. Bridge width in excess of standards.
5. As the work progresses, the Municipality will be billed for and agrees to pay for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs and the Municipality agrees to pay any required reimbursement to the State.
6. If the Municipality should withdraw from the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
7. The work will be administered by the State and may include items not eligible for Federal/State participation.
8. The Municipality will at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and will make ample provision for such maintenance each year.
 - b. Prohibit angle parking.
 - c. Regulate or prohibit all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Regulate and prohibit parking at all times in the vicinity of the proposed improvements during their construction.
 - e. Assume general responsibility for all public information and public relations for the project and to make fitting announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
 - f. Provide complete plans, specifications, relocation order, real estate plat, and estimates, *except as provided in Paragraph 3 above*.
 - g. Use the WisDOT Utility Accommodation Policy unless it adopts a policy which has equal or more restrictive controls.
9. Basis for local participation: 80% Federal; balance by Municipality, as specified in Surface Transportation Program—Urban (STP-U) regulations. Also included are HPP Earmark Number 2801 funds, 80% federal balance by Municipality, funds available to a maximum of \$109,904 (FFY 2005 and 2006 funds).